APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

[Filed February 24, 2000]

Nos. 04-55015
CV-03-08771-AHM

WFS FINANCIAL SERVICES, INC,
Plaintiff-Appellee,

v.

MIKAIL KHASHAN,
Defendant-Appellant.

ORDER

Before: FERNANDEZ, W. FLETCHER and TALLMAN, *Circuit Judges*.

A review of the record demonstrates that this court lacks jurisdiction over this appeal because the order challenged in the appeal is not reviewable. *See* 28 U.S.C. § 447(d); *Kunziv. Pan American World Airway, Inc.*, 833 F.2d 1291 (9th Cir. 987) (order remanding for lack of federal jurisdiction is not reviewable), Consequently, this appeal is dismissed for lack of jurisdiction.

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

[Filed March 30, 2004]

Nos. 04-55015
CV-03-08771-AHM

WFS FINANCIAL SERVICES, INC,
Plaintiff-Appellee,

v.

MIKAIL KHASHAN,
Defendant-Appellant.

ORDER

Before: FERNANDEZ, W. FLETCHER and TALLMAN, *Circuit Judges*.

Appellant's motion for reconsideration of this court's February 24, 2004, order dismissing this appeal for lack of jurisdiction is denied.

No motion for reconsideration, rehearing, clarification, stay of mandate, or any other submissions shall be entertained in this closed docket.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

[Filed December 5, 2003]

NO.: CV-03-8771 AHM

WFS FINANCIAL SERVICES, INC,
Plaintiff,

v.

MIKAIL KHASHAN,
Defendant, Appellant.

ORDER REMANDING CASE TO THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

FACTUAL BACKGROUND

On August 18, 2000, Mikail Khashan ("defendant") entered into a contract with Jim Allen Motors for the purchase of a BMW. Pursuant to the contract, Defendant agreed to pay for the vehicle by making monthly payments. Jim Allen Motors subsequently assigned its rights under the contract to WFS Financial Services, Inc. ("Plaintiff"). On or about January 14, 200 l, Plaintiff defaulted on his payments. On February 21, 2002, Plaintiff filed suit against Defendant in Los Angeles Superior Court. The Complaint alleged five causes of action under California law: (1) breach of contract; (2) common count; (3) claim and delivery; (4) conversion; and (5) possession of personal property. On December 2, 2003, Defendant filed a Notice of Removal, removing the case to this Court based on counterclaims and third-party claims arising under federal law. Specifically, Defendant asserted counterclaims against Plaintiff for violations of 11 U.S.C. §727, 15 U.S.C. § 1601 and 15 U.S.C. § 1692.

Defendant also asserted third-party claims against Plaintiff's lawyers, Thomas Prenovost and Gregory Masler, Plaintiff's law firm, Prenovost, Normandin, Bergh & Dawe, Jim Allen Motors, Judge Alan G. Buckner, process server Delbert Salgado and Sano Attorney Services for violations of 18 U.S.C. § 1961,42 U.S.C. §1983, 11 U.S.C. § 727 and 15 U.S.C. § 1601.

ANALYSIS

A federal court must determine its own jurisdiction even if neither party objects to it. *Rains* v. *Criterion Systems, Inc.*, 80 F.3d 339 (9th Cir. 1996). A defendant may remove a civil case to federal court if the case could have originally been commenced in federal court, subject to a few exceptions not applicable here. *Rivet v. Regions Bank of Louisiana*, 522 U.S. 470 (1998). A federal court has original jurisdiction "where the matter in controversy exceeds the sum or value of $75,000. . . and is between. . . citizens of different States." 28 U.S.C. § 1332(a). A federal court also has original jurisdiction over claims "arising under" federal law. 28 U.S.C. § 1331.

Defendant concedes that removal jurisdiction is not based on diversity. *See Def's Statement Concerning Removal* ¶ 2. Therefore, the only basis for removal jurisdiction is the presence of a federal question. However, federal question jurisdiction is determined from the face of the complaint and cannot be based on a federal law asserted for the first time in a counterclaim, cross-claim or third-party claim. *Caterpillar, Inc. v. Williams*, 482 U.S. 386? 392 (1987); *Metro Ford Truck Sales. Inc. v. Ford Motor Co.*, 145 F.3d 320, 327 (5th Cir. 1998).

In this case, the Complaint states causes of action arising exclusively under California law; the Complaint does not assert any claims arising under federal law. The fact that Defendant's counterclaims and third-party claims are based

on alleged violations of federal law is not sufficient to confer federal question jurisdiction and thus there is no proper basis for removal, Id. Accordingly) the Court REMANDS this case to the Superior Court of the State of California, County of Los Angeles,

IT IS SO ORDERED.

DATE: December, 2003.

A. HOWARD MATZ
United States District Judge

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

[December 18, 2003]

NO.: CV-03-8771 AHM

WFS FINANCIAL SERVICES, INC,
Plaintiff,

v.

MIKAIL KHASHAN,
Defendant, Appellant.

ORDER DENYING "REQUEST FOR RECONSIDERATION" AND CONDITIONALLY ORDERING DEFENDANT TO SHOW CAUSE

REQUEST FOR RECONSIDERATION

On December 4, 2003 the Court issued an Order remanding this case to state court. Defendant has sought-reconsideration. The request is DENIED as utterly without merit.

ORDER TO SHOW CAUSE

On December 17,2003 defendant Mikail Khashan ("Khashan") filed a "Request for Reconsideration" in which he asserted:

"From the language and the face of the [Court's] order it is apparent, evident and obvious that the above court or any staff member of the court or someone affiliated with this court has engaged itself in chamber, back room or closed door conversation and negotiation with plaintiff or a member of plaintiff's attorneys, or a party named as counter-defendant, or anyone associated or affiliated with plaintiff, or

a former or present state or federal judge, or someone in any capacity and in the absence of the defendant and without his knowledge and consent."

Khashan then purported to "DEMAND" that this court answer 10 questions that explicitly challenge the court's integrity and impartiality. By filing these demands,

Khashan has appeared to engage in all of the following:

(1) Unreasonable and vexatious multiplication of this proceeding. 28 U.S.C. §1927.

(2) Presenting a paper—in essence, a motion—for such improper purposes as to harass and cause unnecessary delay and needless increase in the cost of litigation. Fed.R.Civ.P.11{b).

(3) Willfully acting in bad faith, motivated by vindictiveness, obduracy and the improper purpose of venting his anger by attacking the very integrity of the court.

Unless by December 24, 2003. Khashan signs and files a declaration apologizing for filing his contemptuous "Demand" he is ORDERED TO SHOW CAUSE in writing, and by not later than January 5, 2004, why he should not be sanctioned in the amount of $1,000 pursuant to the Court's inherent authority and its powers under 28 U.S.C. § 1927 and Rule 11.

IT IS SO ORDERED

A. HOWARD MATZ
United States District Judge

MIKAIL KHASHAN
11862 BALBOA BLVD. #190
GRANADA HILLS CA 91344
Counter-claimant

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

[Filed December 3, 2003]

Case No.: CV-03-08771 AHM

Counter-claim for

1. 18 U.S.C. §1962 RICO ACT;
2. 42 U.S.C. §1983 CIVIL RIGHTS VIOLATION;
3. VIOLATION OF 15 U.S.C. § 1692;
4. VIOLATION OF 15 U.S.C § 1601;
5. VIOLATION OF 11 U.S.C § 727;
6. DEFEMATION;
7. SOLICITATION OF PERJURY;
8. FRAUD.

COUNTERCLAIM

COMES NOW, the defendant and counterclaimant, Mikail Khashan, for its counterclaim shows the Court as follows:

PRELIMINARY ALLEGATIONS

Counterclaimant, KHASHAN, is an individual and alleges the matters set out in this counterclaim on information and belief except for those allegations that pertain to defendant which are based on personal knowledge.

Defendant is an individual residing within the City of Los Angeles, County of Los Angeles State of California. Each of the counter-defendants were aware of the facts of the other defendants in support of illegal acts of the enterprise and each counter-defendant is culpable of the acts of misprision of a felony by the other counter-defendants and party's to the actions stated herein. None of the counter-defendants have signed the oath of the office and are thus without jurisdiction.

The court system is an enterprise and judges are not cloaked with immunity when acting out of personal vindictiveness. *Harper v. Merckle*, 638 F.2d 848, 859 (5th Cir.1981): When a judge has acted out of personal motivations and has used his judicial office as an offensive weapon to vindicate personal objectives, these non-judicial acts, are not cloaked with judicial immunity from suit under Section 1983.

Counter-defendant ALAN G. BUCJNER ("BUCKNER") is and was a resident of the State of California, and is and was a judge of the Superior Court for the County of Los Angeles during all times pertinent herein he acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages. Cross-defendant WFS FINANCIAL SERVICES, INC. ("WFS") is a California Corporation that engages in financing automobiles and other related services in the County of Los Angeles.

Cross-defendant PRENOVOST, NORMANDIN, BERGH & DAWE ("THE FIRM") is a California Corporation that is engaged in practice of law with offices in the County of Los Angeles. At the time of this action, THE FIRM was the attorney representing cross-defendant WFS.

Counter-defendant GREGORY S. MASSLER ("MASSLER") is and was a resident of the State of California, and is and was an attorney at law and an officer of the Superior Court for the County of Los Angeles and employed by THE FIRM during all times pertinent herein he acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages.

Counter-defendant THOMAS J. PRENOVOST ("PRENOVOST") is and was a resident of the State of California, and is and was an attorney at law and an officer of the Superior Court for the County of Los Angeles and employed by THE FIRM during all times pertinent herein he acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages.

Cross-defendant JIM ALLEN MOTORS ("JIM ALLEN") is an unknown business which is engaged in sell or financing of automobiles in the State of California during all times pertinent herein he acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages.

Cross-defendant SANO ATTORNEY SERVICES ("SANO") is a California business and is engaged in process serving, and other related services in the County of Los Angeles, while in the course of its employment with THE FIRM during all times pertinent herein they acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages.

Cross-defendant DELBERT SALGADO ("SALGADO") is an individual who is and was engaged in business of process serving, and other related services in the County of Los Angeles, while in the course of his employment with SANO during all times pertinent herein he acted under color of that capacity and all acts complained of were in furtherance of the conspiracy alleged and was intended to and did constitute precatory acts of racketeering and intended to and did cause counterclaimant's damages.

This court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 in that this counterclaim arises under the laws of the United States.

Defendant is subject to jurisdiction of this court and venue lies with this court pursuant to 28 U.S.C. §139(b).

This court has pendent jurisdiction over those claims asserted herein that arise under the laws of the State of California.

Each of the counter-defendants sued herein was in some manner responsible for the actions which form the basis for this counterclaim as set forth, herein below.

Counterclaimant is informed and believe, and thereon allege, that at all times herein relevant, each of the counter-defendants was the agent and/or employee of the remaining counter-defendants, and at all times were acting within the purpose, furtherance, and scope of said agency and/or employment.

On July 15, 2000, Counterclaimant purchased a 1998 BMW 740IL, from EURO AMERICA MOTORS ("EURO") in City of Santa Monica.

At the time counterclaimant signs the agreement with EURO, he agreed to purchase the vehicle for the cash value of $34,500.00. KHASHAN then gave $6,000.00 down payment to EURO. Furthermore, counterclaimant further agreed to make a monthly payment of $796.88 for the terms of 48 months or four (4) years.

On or about March 22, 2001, counterclaimant filed for relief under Chapter 7 Bankruptcy pursuant to 11 U.S.C. § 727.

On or about August 22, 2001, KHASHAN'S was discharged against all his debtors including WFS.

On or about December 15, 2001, counterclaimant's chapter 7 bankruptcy case was closed by the order of Bankruptcy Judge, Honorable Kathleen Lax.

On February 27, 2002, WFS filed a complaint in the Superior Court for the State of California, County of Los Angeles case # BC268963. WFS alleges that KHASHAN for valuable consideration, made, executed and delivered to JIM ALLEN MOTORS a written Motor Vehicle Contract and Security Agreement. WFS claims that KHASHAN defaulted in the terms, conditions and covenant of the Contract by failing and refusing to make the monthly payment then due and owing.

Process server, SALGADO, prepared an affidavit of service of process claiming that he had served counterclaimant's wife at her resident and filed such under penalty of perjury with the state court on or about April 30, 2002.

The service of the Summons and Complaint was defective on defendant and was not in compliance with *California Civil Procedure* §416.60 through §416.90.

Counterclaimant timely filed a Motion to Quash Service of Summons ("THE MOTION") on May 13, 2002.

SALGADO with the assistance of WFS's attorneys (MASSLER, and PRENOVOST) and for their own benefit solicited perjury by knowingly preparing false, illegal and fraudulent affidavit under penalty of perjury entitled Declaration of Delbert Salgado In Support of Plaintiff's Opposition to Defendant's Motion To Quash Service of Summons . . . with intent to deceit and mislead the state court and counterclaimant.

On June 13, 2002, THE MOTION came before Judge BUCKNER, who after listening to arguments agreed with counterclaimant that process server SALGADO was dishonest in his conducts but denied the motion without legal justification and for bad cause.

On June 21, 2002, Counterclaimant timely filed a Notice of Appeal and Notice of Election to Proceed, with the Appellate Court, Second Appellate District, pursuant to California Rules of Court, Rule 5.1.

On July 31, 2002, counterclaimant filed his Case Information Statement and all supporting documents including a *Conformed Copy of Notice of Ruling* with the State Appellate Court.

Counterclaimant's Case Information Statement was rejected by the Appellate Court for failure to attach an *"Order Appealing"* signed by state court judge, BUCKNER.

Counterclaimant, on August 9, 2002, requested BUCKNER for a signed order denying THE MOTION in an effort to satisfy and complete Appellate Court's requirements.

BUCKNER, in an attempt to prevent counterclaimant from having his day before the Appellate Court, in an effort to delay and dismiss counterclaimant's appeal process, and in retaliation and abuse of his authority in a letter to counterclaimant refused to sign the order justifying his own ruling for denying counterclaimant's motion to quash service of summons.

On July 31, 2002, counterclaimant's appeal was dismissed for failure to complete Case Information Statement.

On July 12, 2002, counterclaimant timely filed a Motion for an Order for Change of Venue ("VENUE MOTION"). The hearing was scheduled by the state court clerk for September 12, 2002, to be heard before Honorable Gary Klausner in Department "1" of the Los Angeles Superior Court.

BUCKNER in retaliation and an attempt to keep the matter in his jurisdiction ordered the counterclaimant to reschedule the hearing for September 5, 2002, in department "14". Counterclaimant filed Notice of Continuance of Hearing in compliance with the court order, on August 1, 2002.

On July 27, 2002, pursuant to *California Rules of Court*, Rule 303, counterclaimant timely and appropriately withdrew his VENUE MOTION and replaced it with a Motion for an Order to Transfer Action from Central District to San Fernando District where defendant resides (TRANSFER MOTION"), another polite way to inform BUCKNER to stop his retaliatory techniques and to cease his personal vendetta against counterclaimant.

On September 7, 2002, counterclaimant received a Notice of Ruling, regarding previously withdrawn and off calendared VENUE MOTION. BUCKNER had continued previously withdrawn motion and made ruling in counterclaimant's absence denying his VENUE MOTION. BUCKNER additionally made other rulings in the matter that was neither appropriately nor judicially scheduled for hearing.

Counterclaimant making every effort to have his case heard before any judge other than BUCKNER, having become frustrated of judge's retaliatory techniques, and abuse of his authority, filed a declaration of prejudice pursuant to *California Civil Procedure* §170.6, on September 10, 2002. Concurrently, counterclaimant filed a Demand for Hearing for Disqualification of BUCKNER in accordance with *California Civil procedure* §170.3(4)(c)(1).

On or about September 29, 2002, counterclaimant received three (3) Orders signed personally by BUCKNER Striking counterclaimant's every motion. BUCKNER made these rulings out of spite and animosity toward counterclaimant and in furtherance of the judicial conspiracy against counterclaimant.

VIOLATION OF RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT,

18 U.S.C. § 1961, *et seq.*

(Against BUCKNER, MASSLER, PRENOVOST AND SALGADO)

This court arises under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.*

The Counter-Defendants were an enterprise within the meaning of 18 U.S.C. § 196(4) which is a "person" within the meaning of 18 U.S.C. § 196(3).

The counter-defendants were an enterprise within the meaning of 18 U.S.C. § 196(4) which is engaged in, or the activities of which affect, interstate or foreign commerce by virtue of the positions held whereby decisions made provide a benefit, revenue, and income to parties involved in litigation appearing before them.

The acts of the individual counter-defendants as set forth in herein in detail repeated violations of both Federal and State law. Therefore, these activities constitute a further component of a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961 AND (State Corruption Activities Act).

The acts of the individual counter-defendants as set forth herein constitute repeated and continuing conduct that was neither isolated nor sporadic, but that involved a callus disregard for the law that has evolved gradually over the years.

The acts of the individual counter-defendants as set forth herein demonstrate that said counter-defendants at all times pertinent, and to the present, are conducting or participating in, directly or indirectly, the affairs of a continuing criminal enterprise, which enterprise is engaged in or affecting interstate commerce under 18 U.S.C. § 1961, through a pattern of racketeering activity, as alleged and described fully herein through telephone communications and the U.S. Postal Service.

VIOLATION OF CIVIL RIGHTS

UNDER 42 U.S.C. § 1983, *et seq.*

(Against BUCKNER, MASSLER, AND PRENOVOST)

The forgoing acts were done in derogation of counterclaimant rights as enumerated and guaranteed in 42 U.S.C. § 1983.

The outrageous conducts set forth hereinabove were undertaken without concern for the foreseeable impact same would have on counterclaimant.

(VIOLATION OF 15 U.S.C. § 1692)

(Against WFS)

The counter-defendants, are seeking to collect the purported debts, have called counterclaimant on unlisted telephone in violation of his right to privacy as guaranteed by the United States Constitution and repeatedly made calls at inconvenient times, and continuing their harassing efforts even after plaintiff notified them in writing that he contested the subject alleged discharged debts and to leave him alone.

Counter-defendants provided their debt collectors and other third parties the number to counterclaimant unlisted telephone. Counter-defendants have called counterclaimant at unusual time on his unlisted telephone number and harassed him even after they were informed not to call, in express derogation of his constitutionally guaranteed right to privacy.

(VIOLATION OF 11 U.S.C § 727)

(Against WFS AND THE FIRM)

The forgoing acts were done in derogation of counterclaimant's rights as enumerated and guaranteed in 11 U.S.C. § 727.

The discharge debts prohibit any attempt to collect from the debtor a debt that has been discharged. A creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor.

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed whether the debt was included in the schedules or omitted from them.

Counter-defendants knew of the filing of chapter 7 bankruptcy and therefore, should have known that all debts incurred prior, and during the bankruptcy proceedings were discharged. Counter-defendants continued legal action and continued to harass, annoy, demand, retaliate, ridicule, make false reports and threatened the counterclaimant by damaging his good name and credit worthiness.

VIOLATION OF 15 U.S.C. § 1601

(Against WFS, MASSLER, PRENOVOST AND THE FIRM))

The forgoing acts were done in derogation of plaintiff's rights as enumerated and guaranteed in 15 U.S.C. § 1601.

The conduct of cross-defendants has caused cross-complainant to suffer extreme emotional distress.

(DEFAMATION)

(Against WFS AND JIM ALLEN)

At all times herein relevant, counter-defendants, were the agent and/or employee of the remaining counter-defendants, and at all times were acting within the purpose, furtherance, and scope of said agency and/or employment.

Counter-defendants, WFS and JIM ALLEN, on several occasions and continuing until and at least December 1, 2003, repeated their untrue version of events surrounding the purchased and financing of the 1998 BMW 740IL, as set forth above.

Counter-defendant WFS through its attorneys and through their agents and representatives, have acted on these untrue allegations, without probable cause to do so and without investigation the truthfulness or falsity of the allegations and have filed a civil complaint against counterclaimant and have republished to third parties including all Credit Reporting Agencies, a discharged debt in violation of 11 U.S.C. § 727.

The conduct of counter-defendants was intentional, reckless and negligent which maliciously reported and duplicated report of the discharged debt. Therefore, counter-complainant seeks the imposition of punitive and exemplary damages against such counter-defendants.

SOLICITATION OF PERJURY

(Against All Cross-defendants)

On April 30, 2003, SALGADO, the process server, filed an affidavit of proof of service under penalty of perjury claiming that he had served cross-complainant' wife at her resident.

The truth is that SALGADO spoke to cross-complainant's sister who refused to speak with him since he would not properly identify himself. SALGADO, then dropped a copy of state summons and complaint on cross-complainant's doorstep and never delivered KHASHAN's sister with a copy thereof.

Cross-complainant then filed a motion to quash service of summons challenging the truthfulness and validity of the service of summons.

Cross-defendant WFS, through its attorneys, MASSLER, PRENOVOST and THE FIRM, coached, trained and solicited perjury so SALGADO would prepare another affidavit in support of WFS's Opposition to Motion to Quash Service of Summons.

In his second affidavit, SALGADO, had willfully modified and altered the contents of his affidavit to fit WFS and its legal teams' scam to deceit, defraud and to manipulate the court, the counter-claimant and the judicial process.

Cross-defendant, BUCKNER knew of those conducts of the other counter-defendants and he did nothing but supported their malignant scam by denying cross-complaint's motion to quash.

Cross-defendant SALGADO knowingly and willfully falsified documents in which he knew they were not accurate. Cross-defendants MASSLER and PRENOVOST as attorneys and court officer knew that that conducts of SALGADO were willful and malicious.

Cross-defendants MASSLER and PRENOVOST knew that their conducts in coaching and training SALGADO to lie and to file a false and fraudulent affidavit was a violation of State, Federal laws and against the Canon of Ethical and Professional Conducts.

The actions of these counter-defendants were willful, malicious, and oppressive, and entitle counter-complainants to an award of punitive and exemplary damages to punish these counter-defendants, to make an example of them, and to deter such conduct.

FRAUD

(Against All Counter-defendants)

All counter-defendants knew or should have known that their conducts and actions were contrary to the laws of this state. The outrageous conduct set forth hereinabove was

undertaken without concerns for the foreseeable impact same would have on cross-complainant.

The conduct of all counter-defendants, were intentional, reckless, and negligent. Therefore, cross-complainant seeks the imposition of punitive and exemplary damages against such counter-defendants.

The forgoing acts were done in derogation of cross-complainants' rights as enumerated and guaranteed in 42 U.S.C. § 1983.

WHEREFORE, defendant and counter-complainant prays for judgment against the counter-defendants and each of them as follows:

For a declaration that cross-defendant is not obligated under the subject purchase contract;

For an accounting;

For special damages in an amount according to proof;

For general damages in an amount according to proof;

For exemplary and punitive damages in an amount to be determined by the trier of fact;

For treble damages against each named counter-defendant, jointly and severally;

For all costs of suit incurred herein; and for further relief as the court may deem just and proper.

December 1, 2003.

Mikail Khashan
Counter-claimant